

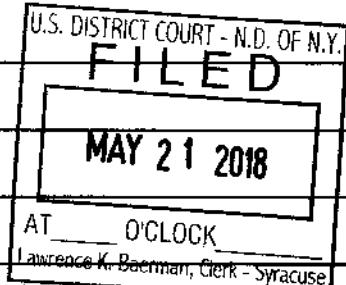
IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK  
RANDY-LAQUAWN WILLIAMS,  
Plaintiff,

5:18-CV-0139(LEK/TWD)  
COMPLAINT

-against-

COUNTY OF ONONDAGA,  
CITY OF SYRACUSE,

DISTRICT ATTORNEY WILLIAM J. FITZPATRICK,  
Asst. DISTRICT ATTORNEY MELINDA H. McGUNNIGLE,  
Detective STEVEN KILBURN,  
Detective STEVEN STONECYPHER,  
Detective JAMES O'BRIEN,  
Detective RICHARD SMITH, individually  
and in their official capacities.



Defendants

### PLAINTIFF'S SECOND AMENDED COMPLAINT

Plaintiff Randy-LaQuawn Williams, pro se,  
for his second amended complaint against  
defendants County of Onondaga, City of  
Syracuse, District Attorney William J. Fitzpatrick,  
Asst. District Attorney Melinda H. McGunnigle,  
Detective Steven Kilburn, Detective  
Steven Stonecypher, Detective James O'Brien,  
and Detective Richard Smith, alleges as

follows:

## JURISDICTION AND VENUE

1. This Court has jurisdiction over this action under 28 U.S.C. section 1331 and 1333(3) and (4). The matters in controversy arise under 42 U.S.C. Section 1983.
2. Venue properly lies in this District pursuant to 28 U.S.C. Section 1333(b)(2), because the events giving rise to this cause of action occurred in Onondaga County, City of Syracuse, New York, which is located within the Northern District of New York.

## PARTIES

3. Plaintiff RANDY-LAQUAN WILLIAMS is and was, at all times relevant hereto, a Secured Party/Creditor, Holder-in-Due-Course. At the time of the events relevant hereto, Williams was residing in the City of Syracuse.
4. Defendant County of Onondaga is and was at all relevant times herein a municipal Corporation of the State of New York

5. Defendant City of Syracuse is and was at all relevant times herein a municipal corporation of the state of New York.
6. Defendant William J. Fitzpatrick was at all relevant times herein the District Attorney of Onondaga County. As District Attorney of Onondaga County, defendant manages its day-to-day operations and prosecute penal violations on the behalf of the County of Onondaga.
7. Defendant Melinda H. McGunnigle is employed as Assistant District Attorney for Onondaga County.
8. Defendant Detective Steven Kilburn was, at all times relevant hereto, a Detective assigned to the CID Unit of Syracuse Police Department.
9. Defendant Detective Steven Stonecypher is employed as a Detective at Syracuse Police Department.
10. Defendant Detective James O'Brien is employed as a Detective at Syracuse Police Department.
11. Defendant Detective Richard Smith was, at

all times relevant hereto, a detective with the Syracuse Police Department and assigned to the computer forensic section of said Department

## PREVIOUS LAWSUITS BY PLAINTIFF

12. Plaintiff has filed no other lawsuits dealing with the same facts involved in this action or otherwise relating to his property.

## FACTS

13. On or about April 19, 2016, Plaintiff resided in the City of Syracuse.

14. On or about April 19, 2016, defendants Detective Steven Stonecypher and Detective Steven Kilburn confiscated plaintiff property, i.e. cell phone to assist with a robbery investigation (See Exhibit A)

15. On or about April 20, 2016, Plaintiff contacted Defendant Detective Steven Stonecypher via phone to retrieve his phone back. To no avail.

16. On or about April 25, 2016, after reviewing the data from Plaintiff's phone, defendant

Detective Steven Kilburn printed out and highlighted text messages from said phone (See, Exhibit B, item # 53)

17. On or about June 13, 2016, Plaintiff's private property, i.e. cellphone, that is identified as ZTE Grand X Z987, black in color, was ultimately turned over to defendant Melinda H. McGunnigle. (See, Exhibit B, item # 53-54)
18. On June 14, 2016, while assigned to the Syracuse Police Department, defendant Richard Smith received a cellphone from defendant James O'Brien, that belonged to Plaintiff. (See, Exhibit C)
19. Defendant James O'Brien did not at no time receive consent from Plaintiff to confiscate cellphone.
20. Defendant Richard Smith retrieved data from Plaintiff phone, which is identify as motorola XT 1526 Moto, containing a Serial number of TAO980Y3Ftt.
21. On or about June 15, 2016, both mentioned cellphones were turned over to defendant

William J. Fitzpatrick. and defendant Melinda H. McGunnigle.

22. Several correspondences and voice messages were left on defendant William J. Fitzpatrick and Melinda H. McGunnigle office requesting return of private property to Plaintiff. Neither correspondences or voice messages were answered.
23. On March 21, 2017 a Uniform Commerical Code financing statement was duly recorded as public record under necessity in the Commerical registry of the State of New York, under filing number: 201703210136321.
24. On or about November 18, 2017, Plaintiff contacted defendant William J. Fitzpatrick, via Certified Mail requesting return of private property i.e. Cellphones. Defendant never again responded. (See, Exhibit D)

## DENIAL OF PRIVATE PROPERTY

25. The Cellphones in question are not owned by the STATE or a political subdivision thereof. There exist no security interest in said Cellphones on behalf of the

County of Onondaga, City of Syracuse or any of their agents, employees, etc. Plaintiff, Bandy Laguawn Williams, maintain controlling security interest in Said Cellphones pursuant to UCC-1 financing statement # 201703210136321, as prima facie evidence of his security interest in said cellphones.

26. Thus, in accordance with the intent of the Uniform Commerical Code, and as adopted by the State of New York, mandates that when a financing statement is filed, it is intended to notify or warn third parties of a security interest, and consent must be given by the Secured Party to use any private property.

#### LEGALLY BINDING AGREEMENT/CONTRACT

27. On or about April 13, 2017, defendant William J. Fitzpatrick received via certified mail an Legal Notice and Demand. The defendant failed to respond in the required timeframe, i.e. 30 days. (see, exhibit E)

28. On or about April 28, 2017, defendant County of Onondaga, received Legal Notice

and Demand, (A copy of the Legal Notice and Demand is annexed hereto and made a part hereof as Exhibit F), via Certified Mail. Defendant failed to respond with any objections or rebuttals.

29. Plaintiff and all named defendants entered an agreement as noted. Defendants had 30 days to respond to Legal notice and Demand with the necessary rebuttals, however, elected to remain silent or otherwise refused to provide any response and agreed and stipulated to the Terms and Conditions of the Notice and Demand when interacting with plaintiff in any fashion.

30. Pursuant to the Legally binding agreement between Plaintiff and defendants, via defendant's silent acquiescence, the Legal Notice and Demand, is precise, clearly, expressly and specifically outline Terms and Conditions of said agreement/contract that derived from defendants' silent acquiescence.

31. It is the purpose of the Uniform Commercial Code to promote and facilitate commercial transactions as set forth in U.C.C. Section 1-102(2). To deny enforcement of the

Agreement would elevate form over substance and negate the underlying principles of the Code. Hence, One of the Terms and Conditions of the agreement (Notice and Demand) is that it may not be controverted in any future, present or past judicial process.

32. Additionally, Under U.C.C. Section 1-201(3) an "agreement" is the bargain of the parties in fact as found in their language or by implication from other circumstances, including course of performance, course of dealing, or usage of trade as provided in Section 1-303.
33. The named defendants cannot ignore the fact that the aforementioned Notice and Demand, properly served on them, clearly, expressly and specifically states the penalty for violation of Plaintiff's property, etc.
34. In accordance with the intent of the U.C.C. and U.C.C. Section 1-303, and as adopted by the state of New York, mandates that when the other party, with knowledge of the nature of the performance and opportunity for objection to it, accepts the performance or acquiesces in it without

objections, the agreement/contract must be enforced.

WHEREFORE, Plaintiff prays for judgment in his favor and damages in his favor against all defendants in an amount consistent with Legal Notice and Demand for deprivation of property, for mental anguish suffered by him due to intentional misconduct of defendants, but in no event less than \$700,000, and such additional relief as the Court may deem just and proper.

Dated: May 9, 2018  
Syracuse, N.Y.

Respectfully Submitted,  
Randall Aquawn Williams  
Plaintiff

**A T T A C H M E N T S**

EXHIBIT

"A"

**CNYLEADS Narrative Supplement 1**

Agency Name <b>Syracuse Police Department</b>						DR # <b>16-247738</b>
Incident Type <b>HOMICIDE</b>	Person Type <b>VI</b>	Victim Type <b>Individual</b>				
Last Name <b>Derby</b>	First <b>Martell</b>	Middle	Suffix	DOB <b>/ /</b>	Business Name	

On 26 April 2016 at 0900 hrs, while assigned to CID unit #742, I conducted a follow up to a homicide investigation. The incident occurred in the 200 block of Ash St on 18 April 2016 at 2243 hrs.

While in CID I was tasked with reviewing the data retrieved from Randy Williams cellular phone, which was ascertained through a search warrant.

While reviewing the above mentioned data I focused on the text messages the day of the incident and the following day. That would consist of 18 and 19 April 2016. I did review the previous messages but did not observe anything that appeared to be relevant to this investigation. The first text messages that appeared to be relevant started on 18 April 2016 at 6:05 PM.

The following phone numbers have been determined to be associated with the following people:

Randy Williams -315-708-4123  
 Nathan Williams "Nate" -315-313-8652  
 Martell Derby "Homeboy from the East" -315-883-9577  
 Vanessa Richway -315-313-8656  
 Brittany Richway "Ms Richway" 315-395-1496

The above referenced conversation went as follows:

11069 From  
 SMS Messages 4/18/2016  
 6:05:39 PM(UTC-4) From: +13158839577 East Homeboy From The yo  
 Source Extraction: Logical  
 11070 From  
 SMS Messages 4/18/2016  
 6:05:40 PM(UTC-4) From: +13158839577 East Homeboy From The yo  
 Source Extraction: Logical  
 11071 To  
 SMS Messages 4/18/2016  
 6:05:57 PM(UTC-4) To: +13158839577 East Homeboy From The What's goodie  
 Source Extraction: Logical  
 11072 From  
 SMS Messages 4/18/2016  
 6:07:07 PM(UTC-4) From: +13158839577 East Homeboy From The i got one  
 Source Extraction: Logical

*False statements made herein are punishable as a Class A Misdemeanor pursuant to 210.45 NYSPL AFFIRMED UNDER PENALTY OF PERJURY*

12. PRINT NAME **Steven Kilburn** 13. ID# **0136** 14. SIGNATURE **Electronically Signed**

Administrative Use Only  
 15. SUPERVISOR NAME (PRINT)  
**Lt Brian Fougner**

16. ID# **0119** APPROVED DATE **05/03/2016** 17. APPROVED BY SIGNATURE **Approved Electronically**

Page **2** of **6**

CNYLEADS Property Supplement 1-13										DR #	16-247738	Total	\$	1.00
P r o p e r t y  1	1. OWNER Person 2	2. STATUS 06	3.DESC. CODE 49	4. QUANTITY 01	5. MEASURE	6. ITEM (1) black Cricket ZTE touch screen phone.								
P r o p e r t y  2	7. MAKE	8. DRUG TYPE	9. MODEL			10. SERIAL NUMBER	11. GUN TYPE	12. GUN CALIBER	13. VALUE	1.00				
P r o p e r t y  3	1. OWNER	2. STATUS	3.DESC. CODE	4. QUANTITY	5. MEASURE	6. ITEM								
P r o p e r t y  4	7. MAKE	8. DRUG TYPE	9. MODEL			10. SERIAL NUMBER	11. GUN TYPE	12. GUN CALIBER	13. VALUE					
P r o p e r t y  5	1. OWNER	2. STATUS	3.DESC. CODE	4. QUANTITY	5. MEASURE	6. ITEM								
P r o p e r t y  6	7. MAKE	8. DRUG TYPE	9. MODEL			10. SERIAL NUMBER	11. GUN TYPE	12. GUN CALIBER	13. VALUE					
P r o p e r t y  7	1. OWNER	2. STATUS	3.DESC. CODE	4. QUANTITY	5. MEASURE	6. ITEM								
P r o p e r t y  8	7. MAKE	8. DRUG TYPE	9. MODEL			10. SERIAL NUMBER	11. GUN TYPE	12. GUN CALIBER	13. VALUE					
P r o p e r t y  9	1. OWNER	2. STATUS	3.DESC. CODE	4. QUANTITY	5. MEASURE	6. ITEM								
P r o p e r t y  10	7. MAKE	8. DRUG TYPE	9. MODEL			10. SERIAL NUMBER	11. GUN TYPE	12. GUN CALIBER	13. VALUE					
P r o p e r t y  11	1. OWNER	2. STATUS	3.DESC. CODE	4. QUANTITY	5. MEASURE	6. ITEM								
P r o p e r t y  12	7. MAKE	8. DRUG TYPE	9. MODEL			10. SERIAL NUMBER	11. GUN TYPE	12. GUN CALIBER	13. VALUE					
P r o p e r t y  13	1. OWNER	2. STATUS	3.DESC. CODE	4. QUANTITY	5. MEASURE	6. ITEM								
False Statements made herein are punishable as a Class A Misdemeanor pursuant to 210.45 NYSPL AFFIRMED UNDER PENALTY OF PERJURY							Administrative Use Only							
PRINT NAME Steven Stonecypher							ID# 0202	SIGNATURE Electronically Signed	SUPERVISOR NAME (PRINT) Sgt RW Helterline				ID# APPROVED DATE APPROVED BY SIGNATURE 0487 04/25/2016 Approved Electronically	Page 9 of 9

EXHIBIT

"B"

<u>Status Date</u>	<u>Status Time</u>	<u>Status Desc</u>	<u>Locker Location/Custody Of</u>	<u>Transaction System</u>
4/20/16	21:08	Item Collected	KILBURN, STEVEN (010136)	Police
4/21/16	13:45	Item Submitted	SMITH, RICHARD (010426)	Police
4/21/16	16:30	Stored In Location	COMPUTER FORENSIC UNI	Police
5/4/16	9:20	Officer Custody	SMITH, RICHARD (010426)	Police
5/4/16	9:30	Stored In Location	SPD ROOM 18 TEMP STORA	Police

## m #: 55 COMPUTER SOFTWARE

(1) DVD containing Cellebrite report for Randy Williams phone

5/4/16	9:24	Item Collected	SMITH, RICHARD (010426)	Police
5/4/16	9:30	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police

## m #: 56 PERSONAL PAPERS

Printed images and reports related to FTK Imager preview of recover phone item 1

5/4/16	12:09	Item Collected	SMITH, RICHARD (010426)	Police
5/4/16	12:15	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police

## m #: 57 RECORDINGS (AUDIO &amp; VISUAL)

1-DVD containing video recording from Kinney Drugs located at 406 Butternut St.

4/25/16	17:45	Item Collected	STONECYPHER, STEVEN (0	Police
4/25/16	17:45	Item Submitted	STONECYPHER, STEVEN (0	Police
4/25/16	17:50	Officer Custody	O'BRIEN, JAMES (010214)	Police
5/4/16	17:35	Stored In Location	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police

## m #: 58 RECORDINGS (AUDIO &amp; VISUAL)

1-DVD containing video recording from St. Joseph's Hospital.

4/26/16	8:44	Item Collected	O'BRIEN, JAMES (010214)	Police
4/26/16	8:44	Item Submitted	O'BRIEN, JAMES (010214)	Police
5/4/16	17:37	Stored In Location	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police

## m #: 59 RECORDINGS (AUDIO &amp; VISUAL)

1-DVD containing a video recording from Transitions 658.

4/27/16	16:40	Item Collected	O'BRIEN, JAMES (010214)	Police
4/27/16	16:40	Item Submitted	O'BRIEN, JAMES (010214)	Police
5/6/16	12:38	Stored In Location	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police

## m #: 60 PHOTO ARRAY

array containing Christain "Chimba" Quinones

5/11/16	0:12	Item Collected	BIRARDI, KEVIN (010384)	Police
5/11/16	14:00	Item Submitted	SPD ROOM 18 TEMP STORA	Police
5/12/16	8:14	Officer Custody	LAMONTAGNE, MARK (010	Police
5/12/16	8:14	Stored In Location	SPD PHOTO ARRAY 2016	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police

## m #: 61 OTHER PROPERTY

miranda card used for Darwin Parrilla

5/10/16	21:42	Item Collected	BIRARDI, KEVIN (010384)	Police
5/11/16	14:00	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police

<u>Status Date</u>	<u>Status Time</u>	<u>Status Desc</u>	<u>Locker Location/Custody Of</u>	<u>Transaction System</u>
Item #: 46	TRACE			
C-19 THREE (3) TRACE TAPINGS				
4/21/16	18:38	Item Collected	MACDERMINT, TIMOTHY I	Police
4/21/16	19:00	Item Submitted	SPD CRIME SCENE UNIT ST	Police
4/23/16	12:56	Officer Custody	JUDGE, MARTIN (010505)	Police
4/23/16	12:56	Stored In Location	SPD ROOM 18 TEMP STORA	Police
Item #: 47	RECORDINGS (AUDIO & VISUAL)			
Recorded interview of witness, Keamar Jackson				
4/19/16	2:31	Item Collected	LALONDE, MATTHEW (0104	Police
4/24/16	2:00	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police
Item #: 48	MISCELLANEOUS			
two livescan photos				
4/21/16	13:50	Item Collected	KILBURN, STEVEN (010136)	Police
5/1/16	10:30	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police
Item #: 49	RECORDINGS (AUDIO & VISUAL)			
interview of R. Parilla				
4/21/16	13:50	Item Collected	KILBURN, STEVEN (010136)	Police
5/1/16	10:30	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police
Item #: 50	MISCELLANEOUS			
crime scene photo shown to R. Parilla				
4/21/16	13:50	Item Collected	KILBURN, STEVEN (010136)	Police
5/1/16	10:30	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police
Item #: 51	MISCELLANEOUS			
photo from phone shown to R. Parilla				
4/21/16	13:50	Item Collected	KILBURN, STEVEN (010136)	Police
5/1/16	10:30	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police
Item #: 52	MISCELLANEOUS			
documents utilized to identify "Bebo"				
4/21/16	13:50	Item Collected	KILBURN, STEVEN (010136)	Police
5/1/16	10:30	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police
Item #: 53	MISCELLANEOUS			
printed out and highlighted text messages from R. Williams phone				
4/25/16	10:00	Item Collected	KILBURN, STEVEN (010136)	Police
5/1/16	10:35	Item Submitted	SPD ROOM 18 TEMP STORA	Police
6/13/16	11:46	Officer Custody	NOLAN, PHILIP T (313765)	Police
6/13/16	12:01	Officer Custody	MCGUNNIGLE, MELINDA H	Police
Item #: 54	CELL PHONES / ACCESSORIES			
Randy Williams Cell Phone				

EXHIBIT

"C"

**CNYLEADS Narrative Supplement 1**

Agency Name <b>Syracuse Police Department</b>						DR # <b>16-247738</b>
Incident Type <b>HOMI</b>	Perpetrator Type <b>VI</b>	Victim Type <b>Individual</b>				
Last Name <b>Derby</b>	First <b>Martell</b>	Middle	Suffix	DOB //	Business Name	

On 14 June 2016 while assigned to the computer forensic section in CID I assisted in the above Homicide investigation. Det. J O'Brien turned over to me a Motorola XT1526 Moto E (2nd Generation) mobile device along with a signed Search Warrant authorizing the search and acquisition of data from the device (6/13/16 at 0900hrs). The phone which contained a serial number of TA0980Y3FH, and number of 323.631.1235 belonged to Randy Williams

Upon receiving the Motorola XT1526, I placed it into a Ramsey Box to isolate it from the network and connected the phone (which was powered off) to a portable battery pack. Once the device was completely charged it was set into airplane mode and removed it from the Ramsey Box. It should be noted that the device was not passcode protected, did not show any signs off damage, appeared to be in good working condition and the date/time settings were consistent with the current time.

In order to access and acquire the data from the Motorola XT1526 mobile device, I had to enable USB debugging, enable the "stay awake" option and delay the timed screen lock features. Using a USB cable, the device was then connected to a laptop dedicated to performing mobile device data acquisitions. The Cellebrite UFED (Universal Forensic Extraction Device) 4PC software, which is capable of exploiting information from phones, was then initiated and the selected/available data is extracted from the device and stored on the laptop for review. The software did not support a physical acquisition of data from this device.

A logical extraction was performed on the mobile device and the acquired data relevant to the investigation was placed into a Cellebrite Report which was in turn burned onto a DVD for review detectives actively working the case. A duplicate copy of the Cellebrite Report was turned into SPD Property as evidence.

The extraction and report are saved to an external hard drive and are available upon request.

No further information at this time.

False Statements made herein are punishable as a Class A Misdemeanor pursuant to 210.45 NYSPL AFFIRMED UNDER PENALTY OF PERJURY <b>12. PRINT NAME</b> <b>Richard Smith</b>			<b>Administrative Use Only</b> <b>13. ID#</b> <b>14. SIGNATURE</b> <b>0426 Electronically Signed</b>	<b>15. SUPERVISOR NAME (PRINT)</b> <b>Sgt AJ Rossillo</b>	<b>16. ID# APPROVED DATE</b> <b>0275 06/16/2016</b>	<b>17. APPROVED BY SIGNATURE</b> <b>Approved Electronically</b>	<b>Page</b> <b>2</b> <b>of</b> <b>2</b>
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EXHIBIT

(1 D ))

TO:  
WILLIAM J. FITZPATRICK  
DISTRICT ATTORNEY OF ONONDAGA  
COUNTY  
505 SOUTH STATE STREET, 4th fl.  
SYRACUSE, NEW YORK 13202

FROM:  
RANDY L. WILLIAMS  
TRUSTEE  
555 SOUTH STATE STREET  
SYRACUSE, NEW YORK 13202

RE: RANDY LAQUAWN WILLIAMS TRUST/ESTATE

SIR:

FOR YOUR INFORMATION AND RECORDS, I AM THE DULY APPOINTED, QUALIFIED FIRST TRUSTEE OF THE ABOVE-CAPTIONED ESTATE. ENCLOSED, FIND A COPY OF THE NOTICE OF MY APPOINTMENT.

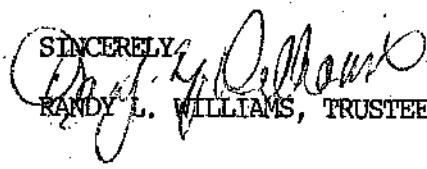
AS TRUSTEE, I AM ENTITLED TO RECEIVE AND TAKE INTO MY POSSESSION AND CONTROL ALL PROPERTY OF THE ESTATE. I UNDERSTAND YOU ARE PRESENTLY HOLDING PROPERTY OF THE ESTATE:

TELEPHONE? MOTOROLA XT1526, BEARING THE SERIAL NUMBER TA0980Y3FH AND IMEI NUMBER 990005475980083, WHITE IN COLOR; ALSO, ZTE GRAND X Z987 TELEPHONE, WHICH IS BLACK IN COLOR.

AS TRUSTEE, I MAKE FORMAL DEMAND THAT YOU RELEASE POSSESSION OF ALL OF THE FOREMENTIONED PROPERTY TO ME AT THE ABOVE ADDRESS IMMEDIATELY AS THIS PROPERTY IS PRIVATE PROPERTY AND IS NOT AUTHORIZED TO BE USED BY ANYONE WITHOUT THE CONSENT OF THE TRUSTEE. IT IS FURTHER EVIDENCED BY BEING A MATTER OF PUBLIC RECORD, FILED WITH THE SECRETARY OF STATE, THE STATE OF NEW YORK, FILING NUMBER 201710230522103.

PLEASE FURTHER BE ADVISED THAT IF THE FOREMENTIONED PROPERTY IS NOT RELEASED WITHIN 72 HOURS OF RECEIPT OF THIS LETTER, YOUR OFFICE AND/OR COUNTY OF ONONDAGA WILL BECOME INDEBTED IN THE AMOUNT OF \$3,000.00 (US DOLLARS) TO THE UNDERSIGNED. IF SAID DEBT IS NOT SATISFIED, YOUR OFFICE AND/OR COUNTY OF ONONDAGA WILL INCUR A DEBT OF \$200,000.00 (TWO HUNDRED THOUSAND) US DOLLARS PER DAY UNTIL PROPERTY IS RESTORED IN FULL.

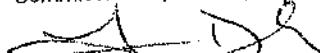
THANK YOU FOR YOUR COOPERATION.

SINCERELY  
  
RANDY L. WILLIAMS, TRUSTEE

CC:

ONONDAGA COUNTY ATTORNEY  
OFFICE

TERESA DEMKO  
Commissioner of Deeds  
City of Syracuse  
Commission Expires 12/31/2018



11/6/2017

U.S. Postal Service™  
**CERTIFIED MAIL RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**SYRACUSE, NY 13202**

**OFFICIAL USE**

Certified Mail Fee	\$3.35
Extra Services & Fees (check box, add fee as applicable)	\$0.00
<input type="checkbox"/> Return Receipt (Handcopy)	\$0.00
<input type="checkbox"/> Return Receipt (Electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.49
Total Postage and Fees	\$3.84

0401  
18  
Postmark  
Here  
11/15/2017

Sent To: William Fitzpatrick  
Street and Apt. No., or PO Box No.  
505 50 State St. AP office  
City, State, ZIP+4  
SYRACUSE, NY 13202

PS Form 3800, April 2015 (GPO: 2015-04-05)  
See Reverse for Instructions

7017 0190 0000 5077 9360



STATE OF NEW YORK  
DEPARTMENT OF STATE  
ONE COMMERCE PLAZA, 99 WASHINGTON AVENUE  
ALBANY, NY 12231-0001

ANDREW M. CUOMO  
GOVERNOR

ROSSANA ROSADO  
SECRETARY OF STATE

**FILING ACKNOWLEDGMENT**

October 26, 2017

RANDY-LAQUAWN: WILLIAMS  
555 SOUTH STATE STREET  
SYRACUSE NY 13202

Attached is the acknowledgment copy of your recently submitted filing. This filing consists of a total of 6 pages; however, only the first page of the filed document is returned as part of this acknowledgment. This document has been filed with the New York State Department of State, Uniform Commercial Code Division.

The Financing Statement Amendment has been assigned Filing Number: 201710230522103 , Filing Date: 10/23/2017 . This document has been appended to initial Financing Statement Filing Number: 201703210136321, which was filed on 03/21/2017. This action added or changed the name of the specified Debtor to read as follows:

**Debtor's Name & Address**

RANDY LAQUAWN WILLIAMS TRUST  
C/O 301 COLUMBUS AVE. SUITE 26  
SYRACUSE NY 13210

The initial Financing Statement will lapse on 01/01/9999 unless continued.

If you have any concerns regarding the way this document is recorded, please contact one of our Customer Service Representatives at (518) 473-2492, or respond in writing to the UCC Data Processing Unit at the address indicated above.

Sincerely,

Uniform Commercial Code Division  
Data Processing Unit

REF #: 024817

450

024817

2017 OCT 23 AM 9:00

**UCC FINANCING STATEMENT AMENDMENT**

## FOLLOW INSTRUCTIONS

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Randy-Laquawn:Williams  
555 South State Street  
Syracuse, New York 13202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**201703210136321**1b.  This FINANCING STATEMENT AMENDMENT is to be filed (or recorded) in the REAL ESTATE RECORDS  
File, Amendment Addendum Form UCCSAF and provide Debtor's name in Item 1c2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3.  ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7a and name of Assignor in Item 8  
For partial assignment, complete Items 7 and 8 and also indicate fraction (partial) in Item 94.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes for:

This Change affects  Debtor or  Secured Party of record CHANGE name and/or address: Complete ADD name: Complete Item DELETE name: Give record name to be deleted in Item 8a or 8b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - justify why you are changing (8a or 8b)

6a. ORGANIZATION'S NAME

**RANDY LAQUAWN WILLIAMS TRUST**

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (no add, no edit, no delete, no change, no modify, or abbreviate any part of the Debtor's name).

7a. ORGANIZATION'S NAME

**RANDY LAQUAWN WILLIAMS TRUST**

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

**C/o 301 Columbus Ave Suite 26 Syracuse NY 13210 USA**

CITY

STATE POSTAL CODE

COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

See, attached document

**Continued on 01281982-RLW-CAD**9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (8a or 8b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

Williams

FIRST PERSONAL NAME

Randy-Laquawn:

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

**Date: April 28, 2017 Signature: Randy-Laquawn:Williams**

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC9) (Rev. 04/2011) International Association of Commercial Administrators (IACA)

**FILING NUMBER: 201710230522103**

The following property is accepted for Value, exempt from levy, and herewith Registered in the Commercial Chamber and is Private Property of the Secured Party as Authorized Representative of the DEBTOR, Papers of Instruments; any/all Documents of APOSTILLE received by the Secretary of State of New York is now Public Record and is owned by the Secured Party. Documents are exempt from the State regulations/codes; affixing Instrument( Indictment Number 2016-0649-1-2, Index Number 16-0773/Onondaga County), Post-Release Supervision Form Number 3010 PRS, NYSID Number 9548536Z/01-B0247; RANDY WILLIAMS 00000607, identifying number Onondaga County; NYS Court of Claims Number 130257 RANDY LAQUAWN WILLIAMS v. STATE OF NEW YORK; PEOPLE OF THE STATE OF NEW YORK v. RANDY WILLIAMS, Indict. 2016-0649-1-2, Index No. 16-0773.

The following Property is accepted for Value, exempt from levy, and herewith registered in the Commercial Chamber and liened at a sum certain \$ 3,000.00 and is the Private Property of the Secured Party as Authorized Representative of the DEBTOR, and said property is not authorized to be used by anyone without the consent of the Secured Party:

Serial Number TA0980Y3FH and IMEI Number 990005475980083, Telephone, Motorola XT1526, Moto E (2nd Generation) which is white in color; ZTE Grand X Z987 which is Black in color.

**Secured Party** must be satisfied in full upon dishonor via Settlement Agreement via Certified Check and/or Certified Documents of Claim.

EXHIBIT

"E"

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

**OFFICIAL USE**04/08 88  
Certified Mail Fee \$3.35 \$0.00

Extra Services & Fees (check box and fee if applicable)  
 Return Receipt (Handcopy) \$ 0.00  
 Return Receipt (electronic) \$ 0.00  
 Certified Mail Restricted Delivery \$ 0.00  
 Adult Signature Required \$ 0.00  
 Adult Signature Restricted Delivery \$ 0.00

Postage \$1.40

\$ Total Postage and Fees \$4.75

04/11/2017

04/25/2017

Sent To: Stephen J. Dougherty, Judge  
 Street and Apt. No. of PO Box No. 360  
 5 S. Street, Suite 360  
 City State Zip 10001  
 NY, New York 13202

PS Form 3800, April 2015, GPO 2015-04-08, Stock No. 2000-000-00000-00000  
See Reverse for Instructions.**U.S. Postal Service CERTIFIED MAIL® RECEIPT**  
Domestic Mail OnlyFor delivery information, visit our website at [www.usps.com](http://www.usps.com)**OFFICIAL USE**04/01 18  
Certified Mail Fee \$3.35 \$0.00

Extra Services & Fees (check box and fee if applicable)  
 Return Receipt (Handcopy) \$ 0.00  
 Return Receipt (electronic) \$ 0.00  
 Certified Mail Restricted Delivery \$ 0.00  
 Adult Signature Required \$ 0.00  
 Adult Signature Restricted Delivery \$ 0.00

Postage \$1.19

\$ Total Postage and Fees \$4.54

04/18/2017

04/11/2017

Sent To: William J. Fitzpatrick, D.A.  
 Street and Apt. No. of PO Box No. 3590  
 5 S. St., Suite 4th fl.  
 City State Zip 10001  
 NY, New York 13202

PS Form 3800, April 2015, GPO 2015-04-08, Stock No. 2000-000-00000-00000  
See Reverse for Instructions.**OFFICIAL USE**04/01 18  
Certified Mail Fee \$3.35 \$0.00

Extra Services & Fees (check box and fee if applicable)  
 Return Receipt (Handcopy) \$ 0.00  
 Return Receipt (electronic) \$ 0.00  
 Certified Mail Restricted Delivery \$ 0.00  
 Adult Signature Required \$ 0.00  
 Adult Signature Restricted Delivery \$ 0.00

Postage \$1.61

\$ Total Postage and Fees \$7.71

04/18/2017

04/11/2017

Sent To: Andrew Cuomo, Governor  
 Street and Apt. No. of PO Box No. 3590  
 The Executive Chamber, State Capital  
 City State Zip 10001  
 NY, New York 13202

PS Form 3800, April 2015, GPO 2015-04-08, Stock No. 2000-000-00000-00000  
See Reverse for Instructions.

**Note: Legal Notice and Demand recipients.**

EXHIBIT

"F"

DEPARTMENT OF STATE  
FILE NO. 201703210136321

Space above this line for recording purposes only

## LEGAL NOTICE AND DEMAND

FLAT JUSTITIA, RUAT COELUM

(Let right be done, though the heavens should fall)



NON WAR POWERS  
ACT FLAG

To: All State, Federal and International Public Officials,  
THIS IS A CONTRACT IN ADMIRALTY JURISDICTION  
THIS TITLE IS FOR YOUR PROTECTION

Notice to Agent is Notice to Principal. Notice to Principal is notice to Agent.

Attention: Any and all Governments, Municipalities, Cities, Townships, Public Officials, Lending Institutions, brokerage firms, credit unions, depository institutions and insurance agencies, credit bureaus and the aforementioned officers, agents, and employees therein: This is a notice of the law as applicable to your corporate and personal financial liability in the event of any violations upon the rights, privileges and immunities and/or being of Randy-Laquawn: Williams or the trust in representation thereof. This Contract being of honor is presented under the "Good Faith (Oxford) Doctrine."

For a Collateral list that is subject to this documentation please see both Security Agreement under Item No.: 01281982-RLW-SA and SCHEDULE A.

Definitions as they apply to this Contract are enclosed in ATTACHMENT "A", and are included as a legal part of this Contract. Any dispute of any definition will be decided by the Undersigned.

I, Randy-Laquawn: Williams, Trustee/Secured Party/Bailee, hereinafter the Undersigned, state the ensuing being of lawful majority age, clear head, and sound mind. All responses, requests and the like henceforth must be presented in writing, signed under penalty of perjury required by your law as shown in this Legal Demand and Notice (hereinafter "Contract"). The law stated herein is for your clarification not an agreement/omission/contract/covenant that the Undersigned has entered or agreed to enter into any foreign jurisdiction.

It has recently come to my attention that the IRS, & the SSA, and the federal courts have willfully been making injurious "presumptions" which prejudice my Constitutional rights by trying to associate me with the "Idem sonans", which is the all caps version of my Christian name which is in fact a trust previously associated with a "public office" in the United States government by virtue of the Social Security Number attached to it. Further information is to help clear up any presumptions and set the record straight.

The undersigned tendering this document is a Trustee/Secured Party/Bailee by fact; not:

1) a Strawman Vessel in Commerce,	1) the "United States of America",
2) Corporate Fiction,	2) the "government of the United States"
3) Legal Entity,	of, for, by, or to
4) <i>ens legis</i> ,	3) the "State of New York",
5) or Transmitting Utility,	4) or to " <u>UNITED STATES Corporation</u> ",

also known as the corporate "UNITED STATES", "Corp. USA", "United States, Inc.", or by whatever name may currently be known or be hereafter named, or any of its subdivisions including but not limited to local, state, federal, and/or international or multinational governments, Corporations, agencies, or sub-Corporations, and any de facto compact (Corporate) commercial STATES contracting therein, including the "STATE OF NEW YORK", or by whatever name same may currently be known or be hereafter named, and the like.

Further, the undersigned is not:

1) a citizen within;	to the " <u>UNITED STATES CORPORATION</u> " [28 U.S.C. §3002(15)(A)], also known
2) surety for;	as the corporate "UNITED STATES", "Corp. USA", "United States, Inc.", or by
3) subject of;	whatever name it may currently be known or be hereafter named, (excluding the

- 4) an officer of
- 5) and does not owe
  - a. allegiance,
  - b. fealty, bond,
  - c. undertaking,
  - d. obligation,
  - e. duty,
  - f. tax,
  - g. impost,
  - h. or tribute

"united states of America" and the "government of the United States as created in the original "Constitution for the united States of America", circa 1787") or any of its agencies, or sub-Corporations, including but not limited to any de facto compact (Corporate) commercial STATES contracting therein, including but not limited to the "STATE OF NEW YORK", or by whatever name it may currently be known or hereafter named (excluding the, "Republic of New York"), and the like.

This is now being a matter of public record.

The Vessel in Commerce known as RANDY LAQUAWN WILLIAMS<sup>®</sup> initially created as a trust (also known by identifying numbers 076-66-6630/13182011391/NY2818350) by the Government/Parents for the benefit of the Undersigned, Randy-Laquawn: Williams as beneficiary on 01/28/1982. On Tuesday, August 02, 2016 a waiver of beneficial position was declared to take up the abandoned post of Trustee/Secured Party/Bailee to manage the affairs of RANDY LAQUAWN WILLIAMS TRUST<sup>®</sup> for the benefit of beneficiaries thereafter named in REGISTRY OF TRUST for the following reasons:

- 1)matters are not being handled with efficiency
- 2)in many respects matters are not being taken care of at all
- 3)usurpation of funds is occurring
- 4)there is rampant fraud and deceit
- 5)position of trustee has been left vacant or uncontested

Private Offset Account established at the United States Department of Treasury through a branch of the Federal Reserve Bank will remain in full effect from the initial date of creation with current office holder of Secretary of Treasury being provided appointment to trust to continue as fiduciary.

Fraud gives the victim of the fraud the right to terminate his relationship to the government:

"Si quis custos fraudem pupillo fecerit, a tutela removendus est."  
If a guardian behaves fraudently to his ward, he shall be removed from the guardianship. Jenk. Cent. 39.  
[Bouvier's Maxims of Law, 1856.]

The similarity in the names of the Undersigned and the Vessel in Commerce, two distinct and separate legal entities, is testament to the undeniable propinquity. RANDY LAQUAWN WILLIAMS<sup>®</sup> TRUST, originally an incorporeal creation of Government/Parents, is dependent upon and only exists because Randy-Laquawn: Williams, a Natural Man exists as a living, breathing, flesh and blood sentient being. The Government, being an incorporeal entity can only engage another incorporeal entity, and not a real flesh and blood human, and therefore the creation of a Vessel in Commerce known commonly as RANDY LAQUAWN WILLIAMS TRUST<sup>®</sup> was highly advantageous to Government to interface with.

Since the birth of the Undersigned, the Government has utilized the credit and future earning potential of the Undersigned, establishing and operating a Private Offset Account through the use of the Vessel in Commerce, RANDY LAQUAWN WILLIAMS<sup>®</sup> TRUST without the knowledge, consent, or permission of the Undersigned acting to the detriment of the beneficiary Randy-Laquawn: Williams, against the basic precepts of a trust. During this time the Undersigned has unknowingly been functioning as the manager of the trust, and signing as an authorized representative for the Vessel in Commerce, by signing bank checks, applications for credit and notes on behalf of the Vessel in Commerce. Now, the Undersigned acts knowing not in a beneficial position but as manager/Trustee of the trust. The Undersigned has valid documentation waiving beneficial position for the position of Trustee/Secured Party/Bailee submitted as a matter of public record by which the Undersigned became Trustee/secured party/Bailee to RANDY LAQUAWN WILLIAMS TRUST<sup>®</sup>, and has full operating authority.

The Undersigned having full control of Trust revokes all permissions to the Government and/or any political subdivisions/Organizations to use copyrighted TRUST name RANDY LAQUAWN WILLIAMS<sup>®</sup> TRUST or trust in any fashion except by explicit written request/order in direction otherwise. Said name belongs to Trust in operation by trustees wherein the government/agencies thereof have no control as Trustee/Secured Party/Bailee having full mental capacity and ability to contract as well as natural right to trust holds a common-law trade-name, trademark, RANDY LAQUAWN WILLIAMS<sup>®</sup> as authorized representative (Attorney-In-Fact), as well as established validity of the Power of Attorney by continual non-contested use. The Private Offset Account established in the name of TRUST is the property of TRUST as well as any value that has been deposited in Private Offset Account is the property of TRUST, as any such value was created from the credit thereof. Account will remain in effect with appointment of fiduciary by form 56.

The Undersigned now tendering this binding Legal Notice and Demand, having hereinabove declared Trustee/Secured Party's/TRUST's proper Legal Status and relation to the "Republic of New York" and to the said de facto compact (Corporate)

commercial STATES, including the "STATE OF NY", or by whatever name it may currently be known or hereafter named, does hereby state that the declarations and statements made herein are the truth, the whole truth and nothing but the truth to the best of Trustee/Secured Party's knowledge. Acknowledged by silence and acquiescence of the NY SECRETARY OF STATE, also but not limited to any public officers, agents, contractors, assigns, employees, and subsidiaries of said office, regarding the Trustee/Secured Party's "NOTICE and DEMAND", is therefore accepted and agreed to be the truth.

With silence of Corporate Office "SECRETARY OF STATE" ratifies severances of any nexus or relationship between Trustee/Secured Party/Trust and the said de facto corporate commercial STATE offices; being fraudulently conveyance, operating under "Color of Authority". Let this be known by the "Good Faith (Oxford) Doctrine" to all men and women. The Undersigned nor Trust consent to any warrantless searches, or searches that are not compliant with the "Constitution for the united States of America", all of the Amendments of the Honorable "Bill of Rights", and/or the "Constitution of the State of New York", whether of the Undersigned or trusts dwellings, cars, land crafts, watercrafts, aircrafts, the Undersigned himself and current location, property, hotel rooms, apartments, business records, business, or machinery, vehicles, equipment, supplies, buildings, grounds, land in private possession or control of the Undersigned or Trust, past, present, and future, now and forevermore, so help me God.

This notice is in the nature of a Miranda Warning "*Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them.*" Take due heed of its contents. If, for any reason, you do not understand any of these statements or warnings, it is incumbent upon you to summon a superior officer, special prosecutor, federal judge, or other competent legal counsel, to immediately explain to you the significance of this presentment as per your duties and obligations in respect to this private formal, notarized, registered Statute Staple Securities Instrument. As per Title 11 USC 501(a), 502(a), and Federal Rules of Civil Procedure Sections 8-A, and 13-A, the claim or presumption that I, Randy-LaQuawn Williams or RANDY LAQUAWN WILLIAMS<sup>®</sup> TRUST (simply know herein as Trust) as aforestated am not a citizen within; surety for; subject of; and do not owe allegiance, or fealty as aforestated to the any of the aforementioned or the like, and herein is forever rebutted by this counterclaim in Admiralty.

By this record let it be known that the Undersigned and Trust do not at any time waive any rights, capacities, privileges, immunities, defenses, or protections, as acknowledged by the "Constitution for the united States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of New York", nonetheless, demanding that you protect these as you swore an oath(s) to do so. The Undersigned accepts you're lawfully required "Oath(s) of Office," bonds of any type, insurance policies, CAFR funds, and property of any type for protection and making whole. Furthermore, should you witness any public officers at this time, or any time past, present, or future violate any of the rights, privileges, immunities, defenses, or protections of the Undersigned or the Trust that he represents, it is your sworn duty (of oath) to immediately arrest, or have them arrested. You are legally required to charge them as you should any law-breaker, regardless of officer's title, rank, uniform, cloak, badge, position, stature, or office; or you shall henceforth be accountable for monetary damages from, but not limited to, your monetary liability, your corporate bond, compensatory costs, punitive procurements, and sanctioned by attorney attributions.

**NOTE:** A true and correct notarized copy of this Statute Staple Securities Instrument has is on file not only with the Secretary of State's office, but also been delivered to several trusted parties apprising them of the Undersigned's policy of presenting this security instrument to each and every public officer who approaches the Undersigned or the Trust violating the Undersigned and/or Trusts unalienable rights including, but not limited to right of liberty and free movement upon any common pathway of travel. The Undersigned has a lawful right to travel, by whatever means, via land, sea or air, without any officer, agent, employee, attorney, or judge, in any manner willfully causing adverse effects or damages upon the Undersigned by an arrest, detainment, restraint, or deprivation. With regard to any encounter or communication with the de facto compact (Corporate) commercial STATES, including the "STATE OF New York", or by whatever name it may currently be known or be hereafter named, the Undersigned will be granted the status and treatment of a foreign Sovereign, a foreign diplomat, by all customs officials. This document or the deposited copy thereof becomes an evidentiary document certified herein, as if now fully reproduced, should any court action be taken upon the Undersigned as caused by your acts under color of law with you, your officers, and employees.

Take note; you are now monetarily liable in your personal and corporate capacity. The Undersigned, notwithstanding anything to the contrary, abides by all laws in accordance with the "Constitution for the united States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of New York" which are applicable to non-domestic non-assumpsit non-residents on sojourn. The Undersigned wishes no harm to any man or woman. You agree to uphold my "Right to Travel".

**BE WARNED, NOTICED, AND ADVISED** that in addition to the constitutional limits on governmental authority included in the "Constitution for the united States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of

New York", the Undersigned relies upon the rights and defenses guaranteed under Uniform Commercial Code(s), common equity law, laws of admiralty, and commercial liens and levies pursuant, but not limited to, Title 42 U.S.C.A.(Civil Rights), Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes), to which you are bound by office and oath, the "Constitution of the State of New York", and NEW YORK penal codes, in as much as they are in compliance with the "Constitution for the united States of America", Bill of Rights, and/or the "Constitution of the State of NEW YORK", as applicable. There can be no violation of any of these laws unless there is a victim consisting of a natural flesh and blood man or woman who has been injured. When there is no victim, there is no crime committed or law broken.

Remember in taking a solemn binding oath(s) to protect and defend the original Constitution for the United States of America circa (1787) and/or the Constitution of the State of New York against all enemies, foreign and domestic. Violation(s) of said oath(s) is perjury, being a bad-faith doctrine by constructive treason and immoral dishonor. The Undersigned accepts said Oath(s) of Office that you have sworn to uphold.

This legal and timely notice, declaration, and demand is prima facie evidence of sufficient Notice of Grace. The terms and conditions of this presentment agreement are a quasi-contract under the Uniform Commercial Code and Fair Debt Collections Act. These terms and conditions are not subject to any or all immunities that you may claim, should you in any way violate The Undersigned's rights or allow violations by others. Your corporate commercial acts against The Undersigned or The Undersigned's own and your failures to act on behalf of same, where an obligation to act or not to act exists, are ultra vires and injurious by willful and gross negligence

The liability is upon you, and/or your superior, and upon, including any and all local, state, regional, federal, multijurisdictional, international, and/or corporate agencies, and/or persons representing or attached to the foregoing, involved directly or indirectly with you via any nexus acting with you; and said liability shall be satisfied jointly and/or severally at The Undersigned's discretion. You are sworn to your Oath(s) of Office, and I accept your Oath(s) of Office and your responsibility to uphold the rights of The Undersigned or The Undersigned's own at all times.

**BILLING COSTS ASSESSED WITH LEVIES AND LIENS AND OR TORT UPON VIOLATIONS SHALL BE:**

-Unlawful Arrest, Illegal Arrest, Restraint, Distraint, or Trespassing/Trespass	without a lawful correct and complete 4th amendment warrant: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, official, agent, or Representative involved.
-Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Violation of Right to Freedom of Speech, Conspiracy, Aid and Abet, Racketeering, and or Abuse of Authority	as per Title 18 U.S.C.A., §241 and §242, or definitions contained herein: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, official, agent, or Representative involved.
-Assault and Battery with Weapon:	\$3,000,000.00 (Three Million) US Dollars, per occurrence, per officer, official, agent, or Representative involved.
-Unlawful Distraint, Unlawful Detainer, or False Imprisonment: The Placing of an Unlawful or Improper Lien, Levy, Impoundment, or Garnishment against any funds, bank accounts, savings, accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Secured Party by any agency:	\$5,000,000.00 (Five Million) US Dollars, per day, per occurrence, per officer, official, agent, or Representative involved, plus 18% annual interest.  - \$2,000,000.00 (Two Million) US Dollars per occurrence, and \$100,000.00 (One Hundred Thousand) US Dollars per day penalty until liens, levies, impoundments, and/or garnishments are ended and all funds reimbursed, and all property returned in the same condition as it was when taken, with 18 % annual interest upon the Secured Party's declared value of property.

-Assault or Assault and Battery without Weapon; -Unfounded Accusations by officer of the court; -Denial and/or Abuse of Due Process; -Obstruction of Justice; Reckless Endangerment, Failure to Identify and/or present credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained; -Counterfeiting Statute Staple Security Instruments; -Unlawful Detention, or Incarceration; -Incarceration for Civil or Criminal Contempt of court without lawful, documented-in-law, and valid reason; -Disrespect by a Judge or Officer of the Court; -Threat, Coercion, Deception, or Attempted Deception by any Officer of the Court; -Coercing or Attempted Coercion of the Trustee/Secured Party/Bailee to take responsibility for the trust against his Will:

\$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, official, agent, or Representative involved.

-Destruction,  
Deprivation,  
Concealment,  
Defacing,  
Alteration, or  
Theft, of  
Property

including buildings, structures, equipment, furniture, fixtures, and supplies belonging to the Secured Party will incur a penalty equal to the total new replacement costs of property, as indicated by Secured Party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation, delivery, set up, assembly, installation, tips and fees, permits, replacement of computer information and data, computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of new items of the same type, like kind, and/or quality, and quantity as affected items. The list and description of affected property will be provided by the Secured Party and will be accepted as complete, accurate, and uncontested by the agency, or Representative thereof that caused such harm or deprivation of rights. In addition to the aforementioned cost, there will be a \$200,000.00 (Two Hundred Thousand) US Dollars per day penalty until property is restored in full, beginning on the first day after the occurrence of the incident, as provided by this Contract.

The Undersigned does not grant entrance under any circumstances to enter any property at which the undersigned is located, leasing, owns or controls at any time for any reason without the Undersigned's express written permission.

Violation of this Notice will be considered criminal trespass and will be subject to a \$2,000,000.00 (Two Million) lawful US Silver dollar penalty plus damages, per violation, per violator.

All penalties contained herein will be subject to a penalty increase of \$1,000,000.00 (One Million) US Dollars per day, plus interest, while there is any unpaid balance for the first (30) days after Default of payment. This penalty will increase by 10% per each day until balance is paid in full, plus 18% annual interest, beginning on the thirty first (31<sup>st</sup>) day after Default of payment. All penalties in this document are assessed in lawful money and are to be paid in one troy ounce US Silver Dollars that are .999 pure silver or equivalent par value in legal tender or fiat paper money. Par value will be determined by the value established by a one troy ounce .999 pure silver coins at the US MINT, or by law, whichever is highest in value at the time of the incident. Any dispute over the par value will be decided by the Undersigned, or The Undersigned's designee.

#### CAVEAT

The aforementioned charges are billing costs derived from, but not limited to, Uniform Commercial Codes, the Fair Debt Collection Practices Act and this Contract. These charges shall be assessed against persons, governmental bodies, and corporate entities supra, or any combination thereof when they individually and/or collectively violate the Undersigned/Trust rights, privileges, capacities, and immunities under the "Constitution for the United States of America", the Honorable "Bill of Rights" and/or "Constitution of the State of NEW YORK", each of which establishes jurisdiction for you in your normal course of business. All violations against the Undersigned/Trust will be assessed per occurrence, and individually and personally; Representative of any branch of government, agency, or group that is involved in any unlawful action against The Undersigned.

By your actions, carried out to The Undersigned/Trust's harm, said actions being *ultra vires* of the limits of power properly placed on the exercise of authority and power of such office and made in conflict with your oath(s) of office or of that of your principal you shall lack recourse for all claims of immunity in any forum. You're knowing consent and admission of perpetrating known acts by your continued *ultra vires* enterprise is a violation of The Undersigned/Trust rights, privileges, capacities, and immunities. This Statute Staple Securities Instrument exhausts all state maritime Article 1 administrative jurisdictions and protects Article III court remedies, as guaranteed in the Constitution for the United States of America, including but not limited to Title 42 U.S.C.A, Title 18 U.S.C.A (including, but not limited to § 242 thereof), and Title 28 U.S.C.A. In short All Rights Reserved.

#### IGNORANCE OF THE LAW IS NO EXCUSE

I, Randy-LaQuawn Williams, Trustee/Secured Party/Bailor am the principal, and you are the agent. Fail not to adhere to your oath(s), lest you be called to answer before one God and one Supreme Court of Exclusive and Original Jurisdiction, which is the court of first and last resort, not excluding my "Good Faith Oxford Doctrine" by my conclusive honorable "Bill of Rights."

This Statute Staple Securities Instrument is not set forth to threaten, delay, hinder, harass, or obstruct in any manner, but rather to protect guaranteed Rights and Defenses assuring that at no time my Inalienable Rights are ever waived or taken from the undersigned against my will by threats, duress, coercion, fraud, or in any case without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are to notice any persons, whether real or corporate, of their potential personal, civil and criminal liability if and when such persons violate The Undersigned/Trust's Unalienable Rights as protected by the original "Constitution for the United States of America" circa (1787), "Bill of Rights" and/or the "Constitution of the State of New York." A bona fide duplicate of this paperwork is safely archived with those who testify under oath that it is The Undersigned's stated standard policy to ALWAYS present this NOTICE to any public or private, officer, official, or agent attempting to violate The Undersigned's rights. It is noted on the record that by implication of said presentment, this notice has been tendered by way of registered mail to SECRETARY OF STATE. Said presentment is *prima facie* evidence of your receipt and acceptance of this presentment in both your official and personal capacity, jointly and severally for each and all governmental political and corporate bodies. Any other individuals who have been, are, or hereafter are involved in any actions now existing or that may arise in the future against The Undersigned shall only correspond to The Undersigned in writing while signing under penalty of perjury pursuant but not limited to Title 28 U.S.C.A. §1746.

#### SUMMATION

Should you move against The Undersigned or Trust in defiance of this presentment, there is no immunity from prosecution available to you, or any of your fellow public officers, officials of government or private corporations, judges, magistrates, district attorney, clerks or any other persons who become involved in any actions now existing or that may arise in the future against The Undersigned or Trust by way of aiding and abetting other actors. Take due heed and govern yourself accordingly. Any or all documents tendered to The Undersigned/Trust, lacking bona-fide ink signatures or dates per Title 18 U.S.C.A. § 513-514 are counterfeit security instruments causing you to be liable in your corporate and personal capacity by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Undersigned or Trust, by violating any of the rights, constitutional rights, civil rights, privileges, immunities, or any terms herein, you agree to willingly, with no reservation of rights and defenses, at the written request of the Undersigned/Trust, surrender, including, but not limited to, any and all bonds, public and/or corporate insurance policies; and/or CAFR funds as needed to satisfy any and all claims as filed against you by the Undersigned or Trust. This applies to any and all Representatives, severally and individually of the "United States of America", the "government of the United States as created in the original Constitution for the United States of America, circa 1787", the "State of New York", i.e., "Republic of New York", or to your "**UNITED STATES CORPORATION**", also known as the corporate "UNITED STATES", "Corp. USA", "United States, Inc.", or by whatever name same may currently be known or be hereafter named, or any of its subdivisions including but not limited to local, state, federal, and/or international or multinational governments, Corporations, agencies, or sub-Corporations, and any de facto compact (Corporate) commercial STATES contracting therein, including the "STATE OF NEW YORK", or by whatever name same may currently be known or be hereafter named, and the like.

This document cannot be retracted by any Representative, excluding the Undersigned on this registered document, for one hundred years from date notarized on this legally binding Statute Staple Security Instrument.

#### ATTENTION:

Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met, you, or any Representative in any capacity of any agency, government, Corporation, or the like, agree to abide by this Contract anytime you interact with The Undersigned. This document will be on file in the public record. Your Failure to timely rebut the statements and warnings herein constitute your complete, tacit agreement with all statements and warnings contained herein. Your presumptions that the Undersigned/Trust is a "Corporate Fiction" or "Legal Entity" under the jurisdiction of the "Government of the United States" and/or "UNITED STATES Corporation", and that the Undersigned or trust is under the jurisdiction of the "UNITED STATES Corporation" are now and forever rebutted

Your failure to timely make rebuttal so leaves you in the position of accepting full corporate and personal responsibility for any and all liabilities for monetary damages, as indicated herein, that Undersigned or Trust incurs by any adversely affecting injuries caused by your overt, or covert actions, or the actions of any of your fellow public officers and agents in this or any other relevant matters as described herein or related thereto in any manner whatsoever. You have Thirty (30) days, from the date of

receipt of these documents by the Secretary of State's office, to respond and rebut the presumptions of any portion or this entire document/Contract, or you stand in total agreement to each and every statement made herein, by submitting to the Undersigned:

- 1) signed, certified, authenticated documents of the laws that rebut these declarations point by point
- 2) In written form with legal/lawful, verified, certified documentation in law, with copies of said law enclosed.
- 3) Parties making rebuttals to this agreement must print or type their full name and sign their rebuttal in blue ink.
- 4) Must be accompanied with a copy of proper identification for the person making the rebuttal, such as a driver license, passport or birth certificate, a copy of the person's badge and/or other identification that signifies the person's official capacity, and provide the following information:
  - a. full legal name
  - b. address;
  - c. name of department, bureau, agency, or Corporation by which the person is employed or acts as a Representative
  - d. supervisor's name and mailing address
- 5) certified copy of oath(s) of office if such is required by law;
- 6) if a member of the state bar, a certified copy of the person's bar card and license to practice law;
- 7) if the person is required by law to be bonded
  - a. a certified copy of the person's official bond,
  - b. name, address, and phone number of the bonding company;
- 8) if covered by a corporate insurance policy
  - a. a certified copy of the insurance policy
  - b. the name, address, and phone number of the insurance company
- 9) if a beneficiary of a CAFR
  - a. a certified copy of the CAFR policy
  - b. the name, address and phone number of the administrator
- 10) This documentation must be provided on and For the Record under penalties of the law including perjury.

**Note:** Non response is agreement. Partial response without rebuttal is agreement. Any points left unrebuted are points in agreement. Ignorance of the law is no excuse. Therefore, the Constitution places the burden of proof back upon the government, as required by the Administrative Procedures Act, 5 U.S.C. §556(d).

**ALL OTHER CORPORATIONS** not limited to: telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers retailers, and all others, including all persons natural or fictional, including, but not limited to corporations, limited liability companies, limited liability partnerships, limited and general partnerships, trusts, foundations, DBAs, and AKAs are bound by all paragraphs, terms, and conditions herein, regardless of the nature of limited liability corporation(s) or affiliations such as "DBA's," "AKA's," incorporations, or any types of businesses in commerce as deeded by this securities agreement and decree.

**YOU ARE FINALLY NOTICED**, having been given knowledge of the law and your personal financial liability in event of any violations of The Undersigned's rights and/or being. This Statute Staple Securities Instrument now in your hand constitutes timely and sufficient warning by good faith notice and grace regardless of your political affirmations

**Additional Rights and Defenses – Twenty-Five sovereign "People" Magna Carta Grand Jury:** In addition to any other rights or defenses that are afforded to The Undersigned by right and by this Contract, the Undersigned has the right to appeal to a "Twenty Five sovereign "People" Magna Carta Grand Jury" for the restoration of property, liberties, or rights of which The Undersigned has been dispossessed by an "Oppressing Government" or its Representatives. If The Undersigned shall have been dispossessed by the "United States of America", the "government of the United States", the "State of New York", or the "UNITED STATES Corporation", or any Representative thereof without a legal verdict of the Undersigned's Peers, of the Undersigned's property, liberties, or rights, even if such taking was by way of lien, levy, attachment, or garnishment, the Oppressing Government or Representative thereof shall immediately restore these things to the Undersigned. Should the Oppressing Government or Representative thereof fail to restore the property, liberties, or rights of which the Undersigned has been dispossessed, then the Undersigned may by right bring the matter before four of the sovereign "People" asking for relief from the transgressions of the Oppressing Government or Representative thereof. The four sovereign "People" shall petition the Oppressing Government for a redress of grievances, showing to the Oppressing Government its error, and asking the Oppressing Government to cause that error to be amended without delay. Should the Oppressing Government not amend that error within a term of forty (40) days from the time when the petition for redress of grievances is presented to the Oppressing Government, the four sovereign "People" shall refer the matter to the remainder of the "Twenty Five sovereign "People" Magna Carta Grand Jury" and they shall distraint

and oppress the Oppressing Government and its Representative by taking their property and possessions in every way that they can, until amends shall have been made according to their judgment. Any citizen of the United States of America, the United States, or of the several States may swear to assist in carrying out the judgment of the "Twenty Five sovereign "People" Magna Carta Grand Jury", and with them any such citizen may take the property and possessions of the Oppressing Government. If any citizens be unwilling to swear to assist in carrying out the judgment of the "Twenty Five sovereign "People" Magna Carta Grand Jury", the "Twenty Five sovereign "People" Magna Carta Grand Jury" shall make them to swear by the mandate of the "Twenty Five sovereign "People" Magna Carta Grand Jury". At all times the decision of a majority of the "Twenty Five sovereign "People" Magna Carta Grand Jury" shall be considered binding and valid on the whole. And the aforesaid Twenty Five shall swear that they will faithfully observe all the foregoing, and will cause them to be observed to the extent of their power. The Oppressing Government or representative shall obtain nothing from any one, either through itself or through another, by which the powers of the "Twenty Five sovereign "People" Magna Carta Grand Jury" may be revoked or diminished. And if any such thing shall have been obtained, it shall be vain and invalid, and the offending government or reprehensive shall never make use of it either through itself or through another. The judgment of the "Twenty Five sovereign "People" Magna Carta Grand Jury", both by rule of law longtime standing and by the terms of this Contract, shall not be overturned by court, as there is no higher court in the realm.

#### NOTICE TO CLERK AND RECORDER

Pursuant to Title 18 U.S.C., chapter 101 § 2071(b), "Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years, or both; and shall forfeit his office and shall be disqualified from holding any office under the United States."

#### NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT

LS: Randy LaQuawn Williams  
 Randy-LaQuawn Williams,  
 Trustee/Secured Party/Bailor  
 authorized representative of  
 RANDY LAQUAWN WILLIAMS TRUST®

SUBSCRIBED AND AFFIRMED: On this 26 day of December, 2016 AD before me appeared Randy-LaQuawn Williams, known to me or proved to me on the basis of satisfactory evidence to be the man whose name is subscribed on this Statute Staple Securities Instrument.

Mary Jo Carbonaro  
 Notary Public  
 My Commission Expires 2018

SEAL:

MARY JO CARBONARO  
 Notary Public, State of New York  
 Qual. in Cayuga Co. No. 01CA6300233  
 Commission Expires March 31, 2018

We, the undersigned witnesses, do hereby swear or affirm that it is the stated policy of Randy-LaQuawn Williams to present this "LEGAL NOTICE AND DEMAND" to all law enforcement officers, agents, or Representative of the "United States of America", the "government of the United States as created in the original Constitution for the United States of America, circa 1787", the "State of New York", i.e., "Republic of New York", or to your "UNITED STATES CORPORATION", also known as the corporate "UNITED STATES", "Corp. USA", "United States, Inc.", or by whatever name same may currently be known or be hereafter named, or any of its subdivisions including but not limited to local, state, federal, and/or international or multinational governments, Corporations, agencies, or sub-Corporations, and any de facto compact (Corporate) commercial STATES contracting therein, including the "STATE OF NEW YORK", or by whatever name same may currently be known or be hereafter named, and the like, anytime that Secured Party has any interaction with them.

LS: Courtney Burton Courtney Burton  
 First Witness:  
 Date: 12-20-2016

LS: Adam Albert Adam Albert  
 Second Witness:  
 Date: 12-31-2016

## ATTACHMENTS 'A' - DEFINITIONS

1. **Abuse of Authority:** Means anyone who denies, withholds, refuses, deprives, limits, inhibits, counteracts, conceals, any right, benefit, protections, or privilege, as protected by the "Constitution for the United States of America", the Honorable "Bill of Rights, and/or the "Constitution of the State of New York". This includes arrest or detainment without documented evidence that a lawful crime has been committed by the Trustee/Secured Party/Bailor (hereafter Secured Party). This includes use of restraint devices on the Secured Party and/or physical abuse that makes any marks, scars, cuts, abrasions, or the like. This also includes denial of lawful Due Process, Habeas Corpus, Excessive Bail, Unlawful Arrest, Unlawful Detention, or the like, as outlined in this Contract.
2. **Abuse of Due Process:** Means any action against the Secured Party, when said action does not abide by all the rights and defenses contained in or represented by the "Constitution for the United States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of New York." This includes any charge, or claim, civil or criminal, or in admiralty, that is alleged or made by any Representative of the "government of the United States" or the "UNITED STATES Corporation".
3. **Agency, Entity, Department, Sub Division, Subsidiary, Contractor, Employee, Inspector, Investigator, Organization, Officer, Official, Agent, Branch of Government, Group, Authorized Representative, Policeman, Police Officer, Participant:** Means any person, Corporation, or entity of any kind, which works for, is compensated all or in part by, receives funds or collects funds for, contracts with, receives any benefit from, receives any privilege from, participates with, has allegiance to, or in any way has a relationship with, the "government of the United States" or the "UNITED STATES Corporation" or any of its subsidiaries, sub-Corporations, departments, or agencies, etc. The word "Representative" where used in this Contract, shall have the same meaning.
4. **Aiding and Abetting:** Means the efforts of any Representative of the "government of the United States" or the "UNITED STATES Corporation" or officer of the court to assist another of the same to hinder, coerce, restrict, resist, suppress, or deprive in any way, the Secured Party from receiving any and all rights, benefits, privileges, as provided by the Constitution for the United States of America, the Bill of Rights, and/or the "Constitution of the State of NY" or that would normally be offered to a citizen of the United States or of the State of New York. This also includes the provisions as provided in item #62 "Racketeering" and suppression of evidence.
5. **Appellation:** means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.
6. **Artificial Person:** Means a fictitious entity/trust that was created by the "government of the United States" and/or parents acting unknowingly in concert or the "UNITED STATES Corporation" for transacting in commerce. This artificial Man or Strawman is represented by the all capital letter name that appears to be spelled the same as the name of the Natural Man or Woman. When the Artificial Person is used in commerce by the Secured Party, it is a transmitting utility.
7. **Assault and Battery with Weapon:** Means any use of, threatened, or perceived use of any weapon, against Secured Party, by any Representative of the "government of the United States" or the "UNITED STATES Corporation" that creates an atmosphere of fear for the Secured Party. This includes non-lethal weapons, such as tazers, stun guns, mace, pepper spray, any chemical used to incapacitate, rubber bullets, shock force weapons, electronic weapon or any other type of weapon that may be used to control or to create fear. If a conflict arises about the events, the version told by the Secured Party will be accepted as truth and will not be contested.
8. **Assault and Battery without a Weapon:** Means the verbal abuse or physical contact, of any kind, upon the Secured Party without the express voluntary written consent of Secured Party. If a conflict arises about the facts involving the incident, the version as told by the Secured Party will be accepted as truth, without question, and will not be contested.
9. **Bill of Rights:** Means, for the purposes of this Contract, the original "Bill of Rights" to the "Constitution for the United States of America" circa 1791.
10. **Clerk of the Public Record:** Means any clerk who records documents on the public record and who is employed by a city, county, state, municipality, federal government, international, multi-national, multijurisdictional Corporation.
11. **Coercion or Attempt to Coerce:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to threaten, intimidate, deprive, conceal, or in any way prevent the Secured Party from receiving and/or enjoying any right, or privilege that is granted, outlined, or secured by the "Constitution for the United States of America" the Honorable "Bill of Rights", "Constitution of the State of New York.", or to knowingly allow or instruct another to do so.
12. **Concealment:** Means withholding or keeping information that should normally be revealed, about property and/or rights from the Secured Party. This includes keeping evidence or law from a jury that could favorably alter the outcome of a case to the benefit of the Secured Party. No officer of any court or Representative of the "government of the United States" or the "UNITED STATES Corporation" may conceal any law and/or any evidence of any kind that is considered relevant by the Secured Party, and/or fail to disclose any law that benefits the Secured Party.
13. **Conduit:** means of transmitting and distributing energy and the effect/product of labor, such as goods and services, via the name, "RANDY LAQUAWN WILLIAMS TRUST", also known by any and all derivatives and variations in the spelling of said name with the exception of "Randy-Laquawn: Williams".
14. **Conspiracy:** Means the cooperation of two or more persons working together to, restrict, suppress, inhibit, or in any way deprive the Secured Party of any right, benefit, or privilege that would ordinarily be offered by the Constitution for the United States of America, the Bill of Rights, and/or "Constitution of the State of New York." and/or to a citizen of the United States or of the State of New York. This also includes the provisions in item #62. "Racketeering".
15. **Contract:** Means any agreement in writing that has been offered for review and acceptance by another party, wherein the offering party has ten (10) days or more, or as stipulated in the contract, to review and respond, accept or rebut, any provisions of the contract, as indicated

in the contract. Non Response on the part of the receiving party or agent of the receiving party will be a lawful offer and acceptance of all the terms and conditions contained in said contract. Rebuttal by the receiving party of any provision of the contract by any means other than those as are indicated in the contract will be non-response. Return of the contract unopened and/or without review will be acceptance of all conditions of said contract. Recording the contract with the clerk of court or any public records officer will be a lawful offer and notification and will be presentment to all officers of the court in that state or county. Notice to Agent is Notice to Principal and Notice to the Principal is notice to Agent.

16. **Corporate Capacity:** Means acting for, or on behalf of, a Corporation, or government entity, while under law or color of law.
17. **Corporate Fiction:** A Corporation, a creation of the law that does not actually exist in nature, like a natural man or woman; a legal entity that is false and not real, but which the law assumes to be true.
18. **Corporation:** Means any Representative, agency, sub-Corporation, contractor, or any person or entity that is employed by, receives or distributes funds for, receives any benefit or privilege from, or has any relationship of any kind with the "government of the United States" or the "UNITED STATES" Corporation".
19. **Constitution for the united States of America:** Means, for the purpose of this Contract, "The Constitution for the united States of America" circa 1787, as opposed to the "Constitution of the UNITED STATES" Corporation circa 1868.
20. **Counterfeiting Statute Staple Securities Instruments:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to copy, duplicate, replicate any document that has "Statute Staple Securities Agreement" typed, printed, or hand written anywhere on the document, without the express written voluntary permission of the document's owner who is the Secured Party who filed said document in the public record, or is in possession of said document, or who is the maker of said document. If a dispute about permission to duplicate arises, the statements of the Secured Party will be accepted as fact without question and will not be contested.
21. **County or City:** Means any subdivision of any State of the "united States of America." This term excludes any jurisdiction, zone, or territory of the "UNITED STATES Corporation" unless described by the Secured Party in all CAPITAL letters. Any dispute over any errors contained in spelling or grammar will be resolved at the discretion of the Secured Party and will not be challenged by any Representative of the "UNITED STATES Corporation".
22. **Cruel and Unusual Punishment:** Means physical violence of any type or form that is used against a Secured Party that causes visible physical injury, i.e., marks, scrapes, scratches, bruises, abrasion, avulsions, fractures, sprains, restraint marks, dislocations, punctures, cuts, loss of blood, loss of body fluids, or any other type of physical stress to the body, or any chemically induced altered mental state of the Secured Party. This also includes any attempt to incarcerate, restrain, question, detain, withholding food when requested, withholding drink when requested, withholding medications as requested, withhold use of bathroom facilities and supplies when requested, withhold reading and writing materials, withholding communication with friends, family, legal counsel, and religious counsel, withholding proper clothing as needed for comfort, withholding blankets when requested, withholding hot and cold water for showers, withholding freedom when requested. This also includes ridicule, coercion, threats, verbal insults, rude and offensive language, veiled threats, or any other type of mental stress or anguish.
23. **Defacing:** Means the changing or altering the appearance of an item. This also includes changing or altering the meaning of laws, rights, property, documents, or any other thing that has value as determined by the Secured Party.
24. **Denial of Due Process:** Means any attempt by any officer of the court and/or the "government of the United States" or the "UNITED STATES Corporation" to deny, deprive, restrict, prevent, or in any way inhibit the proper Due Process to any Secured Party as outlined in the "Constitution for the united States of America" the Honorable "Bill of Rights, and/or the "Constitution of the State of New York." Any public law, statute, regulation, ordinance, home rule, etc., that is incompatible with the Constitution for the united States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of New York", is null and void and will not be used in any action against any Secured Party.
25. **Deprivation of Rights or Property:** Means the concealment, keeping from, hiding, obstructing of any rights, property, privileges or immunities that are outlined or protected by the "Constitution for the united States of America", the Honorable "Bill of Rights, and/or the "Constitution of the State of New York."
26. **Derivative:** means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.
27. **Destruction of Property:** Means any alteration, damage, deprivation, defacing, removing, changing, breaking, separating, removing parts from, erasing of files from, throwing, shooting, kicking, stomping, smashing, crushing, or the like of any property belonging to or in possession of the Secured Party or the Trust.
28. **Disrespect:** Means anything said or written to the Secured Party or Trust that Secured Party or Trust does not like, including body language, or anything that makes Secured Party or any reasonable man uncomfortable, or have fear.
29. **Encroachment:** Means to invade, intrude, or in any way prevent the Secured Party or Trust from enjoying the full and complete use of property, including the acts of trespass; impeding ingress or egress to the property of the Secured Party or Trust; or limiting the ability of the Secured Party or Trust to freely access, claim, hold, possess, use, convey, sell, rent, lease, barter, exchange, or in any way make full and unfettered use of property. This includes the placing or filing of an unlawful lien, levy, burden, charge, liability, garnishment, attachment or encumbrance against any and all property including wages, salaries, stocks, bonds, bank accounts (foreign or domestic), savings accounts, contents of safety deposit boxes, gold, silver, notes, insurance funds, annuities, retirement accounts, social security benefits, motor vehicles, automobiles, recreational vehicles, land, real estate, homes, structures, roads, driveways, personal property of any kind that is held by title, deed, contract, agreement (written or verbal), or is in possession of the Secured Party or Trust. This includes,

but is not limited to, traffic stops, searches of vehicles, home invasion, confiscation of any lawful property owned by, in possession of, or under the control of the Secured Party or Trust.

30. ***Ens Legis:*** The term "*ens legis*" means a creature of the law; an artificial being, such as a Corporation, considered as deriving its existence entirely by the law, as contrasted with a natural person/natural man or woman.
31. **Excessive Bail:** Means any amount of bail set at an unreasonable rate as per the 8th amendment of the Constitution for the United States of America. This also means bail in excess of the amount of the fine, penalty, or penal sum that is associated with the alleged crime committed. This also means that if the Secured Party has lived in a community or has lived in one community or area for more than one year, provided that he has not recently moved within a year, works a regular job, or is a member of or involved with a church group, civic group, community enterprise, or can produce at least two affidavits from members of his community or area stating that he is involved with his community, he cannot be held without bail as a flight risk, or a threat to society. If the Secured Party can produce at least four (4) affidavits stating that he lives, works, and is involved in his community, or the prior community in which he lived, he must be released on his own recognizance without any bail required. This provision does not apply to anyone charged with rape, murder, or violent crimes against women, or children.
32. **Failure to Charge within Forty Eight (48) Hours:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to delay, inhibit, prevent, or in any way stop a Secured Party from being lawfully charged by the court within forty eight (48) hours of arrest.
33. **Failure to Identify:** Means any time the Secured Party or Trust has interaction with any Representative of the "government of the United States" or the "UNITED STATES Corporation", the Representative must, upon request of the Secured Party or Trust, provide proper identification, written proof of authority, state what his business is with the Secured Party, complete a public servants questionnaire in advance of arrest or detention, provide documentation properly identifying the officer or respondent's superior's name and contact information, and any other relevant information as requested by the Secured Party. The officer may not detain the Secured Party for more than ten (10) minutes while he obtains this information.
34. **Failure to Respond:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to ignore, inhibit, withhold, delay, or deny a request for information from a Secured Party or Trust.
35. **False Imprisonment:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to incarcerate any Secured Party against his will and/or against any and all protections of the laws and provisions of the "Constitution for the United States of America", the Honorable "Bill of Rights, and/or the "Constitution of the State of New York."
36. **Federal Zone:** See - "Jurisdiction of the "Government of the United States" and of the "United States Corporation"
37. **Freedom of Speech:** Means the right to speak open and plainly without the fear of reprisal. This includes the right of the Secured Party to speak at hearings and trials, before magistrates, judges, officers of the court, Representatives, or the like, of the "government of the United States" or the "UNITED STATES Corporation". It also means that no attempt to suppress this right will be made by any officer of the court, Representatives, or the like of the "government of the United States" or the "UNITED STATES Corporation". No judge or officer of any court or tribunal will threaten contempt of court for free speech by any Secured Party.
38. **Government of the United States:** The term "government of the United States", when used in this Contract, means the government that was originally established in the "Constitution for the United States of America" adopted in 1787, and does not include any "impostor government" known by any name whatsoever, no matter how similar in spelling the name of any such "impostor government" may appear to be to the spelling of the name of the constitutionally authorized "government of the United States". It is to be noted that the term "United States" as used here is "plural" and not "singular" in number, as is the name "UNITED STATES" used by the "impostor government" (i.e., "UNITED STATES Corporation") now acting as the "government of the United States".
39. **Hold-harmless and Indemnity Agreement:** means Hold-harmless and Indemnity Agreement No. 01281982-RLW-HHIA. This Agreement may be amended and modified in accordance with the Declaration of Trust.
40. **Ignore:** Means to refuse or in any way to deny a lawful request for an officer to complete legal documents that will provide information when requested by the Secured Party or Trust.
41. **Illegal Arrest:** Means same as below item #84, "Unlawful Arrest".
42. **Personal Capacity:** Means acting on one's behalf, in one's individual capacity, to do a thing. A Representative acting under law or color of law and *ultra vires* of the Representative's official capacity as assigned by the law, or acting in violation of his/her oath(s) of office take on personal liability.
43. **Interpretation:** Means if any conflict arises concerning the definition of any of the terms and or conditions of this Contract, the conflict concerning the meaning of the term or condition will be decided by the Secured Party. Secured Party's decision will be final and not subject to review or argument. No liability or penalty will be incurred by the Secured Party due to his interpretation of such terms and or conditions.
44. **Interstate Detainer:** Means the same as unlawful detainer as when involving the Secured Party and involving more than one Representative, agency or STATE of the "government of the United States" or the "UNITED STATES Corporation", or any Representative who has any agreement with, contract with, or permission to act on behalf of any municipal Corporation of the "government of the United States" or the "UNITED STATES Corporation" or any subsidiary or sub-Corporation thereof.
45. **Jurisdiction of the "government of the United States" and of the "United States Corporation" (If indeed the later has any jurisdiction at all):** The constitutionally authorized "government of the United States" is recognized by the Secured Party as having exclusive legislative jurisdiction only over the following geographic areas: 1. The District of Columbia, as authorized by Article 1, Section 8, Clause 17 of the Constitution for the United States of America; 2. Federal enclaves within the States, such as land, property or buildings which the Government of the United States of America has purchased by the consent of the legislatures of the States for purposes of erecting

forts, magazines, arsenals, dock-yards, and other needful buildings, as authorized by Article 1, Section 8, Clause 17 of the Constitution for the United States of America; and 3. Territories and possessions belonging to the Government of the United States, as authorized by Article 4, Section 3, Clause 2 of the Constitution for the United States of America. The imposter government - "UNITED STATES Corporation" - while having no real jurisdiction, as no jurisdiction has been lawfully granted, can nevertheless have no claim, even under color of law, to exercise jurisdiction except in those areas where the constitutionally authorized "Government of the United States" has been granted jurisdiction by the sovereign people. The area just described over which the "Government of the United States" lawfully exercises jurisdiction is also referred to as the "Federal Zone", and all private property held by the Secured Party, which properties are located outside of the Federal Zone are therefore outside of the jurisdictions of the "Government of the United States" and the "UNITED STATES Corporation". Additionally, the constitutionally authorized "Government of the United States" is recognized by the Secured Party as having jurisdiction only as to those matters which the sovereign people, through their several State governments gave to the "Government of the United States", which powers are exclusive as to the powers not granted by the sovereign people through their several State governments and powers reserved to the States by the 10th Amendment to the Constitution for the United States of America. These are the facts and may be presented in any court by affidavit of the Secured Party, where any property or property interest belonging to Secured Party or Trust is involved in any interaction with the "Government of the United States" or the "UNITED STATES Corporation" or any of its Representatives, as outlined in this Contract.

46. **Juristic person:** means an abstract, legal entity, *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; and imaginary entity such as **TRUST**, i.e. "**RANDY LAQUAWN WILLIAMS TRUST**" which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Secured Party/Trustee/Beneficiaries. "From the earliest of times the law, has enforced rights and exacted liabilities by utilizing a corporate concept - by recognizing that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizeable library. the historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to ways of men in carrying on their affairs through what is now the familiar device of the corporation---Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched". Cardozo, J., in Berkley v. Third Avenue R. Co., 244 N.Y. 84, 94. "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason". See U.S. v. SCOPHONY CORP OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 UTSt1 Observation: A person has a property right in the use of his or her name which a person may transfer or assign. Gracy v. Maddin, 769 S.W. 2nd 497 (Tenn. Ct. App. 1989).
47. **Lawful 4<sup>th</sup> Amendment Warrant:** Means a warrant that follows the provisions of the fourth amendment to the original "Constitution for the United States of America." This warrant must not deter from the exact procedures as outlined by the Fourth Amendment.
48. **Legal Counsel:** Means anyone that the Secured Party or Trust chooses to have as legal assistance of counsel, whether counsel is licensed or not, or members of the Bar Association. Counsel may assist, represent, speak on behalf of, write cases for, or perform any act in or out of court for the Secured party or Trust without any hindrance, threat, prosecution, charge, repercussion from any officer of the court, or Representative of the "government of the United States" or the "UNITED STATES Corporation", or any Representative thereof.
49. **Legal Status:** Means the two classes of Natural Men and Women recognized in the Constitution for the United States of America - "People" and "Persons". Legal Status in the United States of America defines the rights, duties, capacities, incapacities, privileges, and immunities assigned to each legally recognized class of natural persons. Legal Status also determines to a large degree the type of "Citizenship" to which each class legally recognized class of natural persons is assigned. See definitions for "People" and "Persons" below.
50. **Living, breathing, flesh-and-blood man:** means the Trustee "Randy-Laquawn Williams" a sentient, living being, as distinguished from an artificial entity, juristic corporation, partnership, association, and the like. "There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institution formed by his fellowmen without his consent" CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.
51. **Natural Man or Woman:** Means a sentient, flesh and blood, living, breathing, biological man or woman, created by God, as represented by the Upper and Lower Case Name, including "Natural Man or Woman," or "Real Man," or "Real Woman," or "Real Man/Woman." This is not to be confused with the Fictitious Legal Entity that was created by the Government/Parents that is represented by the All Capital Letter Name.
52. **Natural Man or Woman Secured Party:** Means any flesh and blood, living, breathing Man or Woman, created by God, who notifies any Representative of the "government of the United States" or the "UNITED STATES Corporation", verbally or in writing, that he is not a Strawman, Vessel in Commerce, Corporate Fiction, Legal Entity, *ens legis*, or Transmitting Utility, of, for, by, to the "United States of America", the "government of the United States", the "State of New York", i.e., "Republic of New York", or to the "UNITED STATES Corporation". This is not to be confused with the Fictitious Legal Entity that was created by the Government/Parents and is represented by **RANDY LAQUAWN WILLIAMS TRUST**. Any attempt to notify any Representative of the status of the Secured Party will be sufficient notice. Sufficient notice will be determined by oath, statement, or affidavit by the Secured Party; and the validity of such will not be challenged by any officer of the court.
53. **Non obstante:** means words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects and/or purposes.
54. **Obstruction of Justice:** Means any attempt by any officer of the court or Representative of any agency that represents the "government of the United States" or the "UNITED STATES Corporation", or any of its subdivisions, agencies, contractors, etc., to deprive, hinder,

conceal, coerce, threaten the Secured Party or Trust in an attempt to prevent his any and every opportunity to legally/lawfully defend him/herself by attempting to produce and file lawful documents, and or testimony, to officers, judges, magistrates, the court, clerk of court, or Representatives, in order to settle any legal/lawful controversy. This also includes any attempt by a judge or officer of the court from hindering the Secured Party or Trust from filing, admitting, presenting, discussing, questioning, or using any evidence, document, paper, photographs, audio and/or video recordings, or any other type of evidence that they desire to submit as evidence in any type of court proceeding. The determination of what is evidence and what will be admitted is to be solely determined by the Secured Party or Trust. Any evidence will be tried on merits of the lawful content and validity. Any judge or officer of the court who attempts to suppress or dismiss legal or lawful evidence will voluntarily surrender all bonds, insurance, property, CAFR funds, corporate property, bank accounts, and savings accounts of value to the Secured Party upon written demand and surrender all rights to and defenses against said property. This also includes evidence that is supported by case law. This includes attempts by any officer of the court from making motions, order such as Gag Orders or any other means of keeping information suppressed from the public or the official record. The determination of whether the acts of the court are an attempt to suppress evidence will be solely determined by the Secured Party. This also includes the provision as indicated in item #62 "Racketeering".

55. **Oppressing Government:** Means any Government or Representative thereof that shall have transgressed against Secured Party or Trust or any of Secured Party's or Trust's property, rights, privileges, capacities, or immunities in any respect.

56. **Peers:** Means the same as the definition of a Secured Party.

57. **People:** The "People" are those natural men and women who hold the sovereignty in joint tenancy in the united States of America and the several States, by virtue of the Treaty of Peace of 1783, signed by His Most Royal and Dread Sovereign Majesty, King George the 3<sup>rd</sup>, and its two addendums signed by the then Kings of Spain and France. The "People" are those who were the free inhabitants in the several States and their posterity (paupers, vagabonds and fugitives from justice excepted), who ordained and established the "Constitution for the united States of America" in 1787 and the Bill of Rights of 1791, for themselves and their posterity, and who established the constitutions for the several states, reserving unto themselves and their posterity the sovereignty of both the united States of America and the several states. The "People" are not citizens of or subject to the jurisdiction of the "government of the United States", as created in the original "Constitution for the united States of America", circa 1787, or to your "UNITED STATES Corporation", also known as the corporate "UNITED STATES", "Corp. USA", "United States, Inc.", or by whatever name same may currently be known or be hereafter named, or any of its subdivisions including but not limited to local, state, federal, and/or international or multinational governments, Corporations, agencies, or sub-Corporations, and any de facto compact (Corporate) commercial STATES contracting therein, including the "STATE OF NEW YORK", or by whatever name same may currently be known or be hereafter named, and the like. The "People" are citizens first of the State in which they reside, and second of the united States of America.

58. **Person:** The word "Person", when used in this Contract and written in upper and lower case letters shall mean a natural man or woman, and not an incorporeal person. Further, a "Person" is distinguished from a "People", in that the "People", hold the sovereignty in the united States of America (see: "People" #57), and the "Persons" derive all of their rights and privileges from the "People", through the Constitution for the united States of America and the Constitutions for the several States. The "Persons" are identified in the Constitution for the united States, first at Article 1, Section 9, Clause 1, their rights and privileges and defenses and protections are defined at Amendment Five of the Bill of Rights, and their duties and citizenship status are defined at Amendment Fourteen of the Constitution for the united States of America.

59. **Presumption:** Means legal assumption or inference that places the burden of proof or burden of production on the other party, but never on the Secured Party or Trust. No presumption shall prevail against the Secured Party or Trust without lawful, documented evidence that supports the presumption which is certified by the officers of the court, on and for the record, under penalty of perjury.

60. **Public Record:** Means any record or document placed into the public by the Secured Party. For example, when this document is recorded at a Register of Deeds office or Secretary of State, it becomes a public record.

61. **Purchase Price:** Means the new replacement costs of items of property at the time of replacement. This includes locating, packing, shipping, handling, delivery, set up, installation, and any other fee associated with total replacement of property.

62. **Racketeering:** Means any attempt by any two or more officers of "government of the United States" or the "UNITED STATES Corporation", to restrict, suppress, coerce, manipulate, inhibit, or in any way deprive the Secured Party from receiving every right, benefit, or privilege or exercising every immunity that is outlined by the Constitution for the united States of America, the Honorable "Bill of Rights", and/or the "Constitution of the State of New York". This also includes any effort by the officers of the court or any Representative of "government of the United States" or the "UNITED STATES Corporation", to hinder in any way the introduction of evidence, law, facts, affidavits, statements, witness testimony, or any information that is considered relevant by the Secured Party or Trust, or any attempt to prevent a jury from hearing this evidence. This also includes any attempt to prevent this evidence from being heard in a public forum and before any and all members of the general public, as many as can be accommodated by the main courtroom. All hearings, tribunals, or trials will be held in a public place; and any and all members of the general public will be allowed to attend, without restriction. This also includes questioning and/or interrogation by police officers before, during, and after an arrest.

63. **Reckless Endangerment:** Means any attempt by any officer of the court or Representative of "government of the United States" or the "UNITED STATES Corporation", as defined herein, to endanger, attempt, or threaten to attempt to endanger the life or property of the Secured Party or Trust. This includes dangerous driving in a car, use or threatened use of lethal or non-lethal weapons or chemicals, improper use of restraint devices, use of restraint devices on a non-combative Secured Party. If a conflict arises as to whether or not reckless endangerment has occurred, the version of the Secured Party will be considered as truth.

64. **Representative:** Means any agent, agency, department, officer, investigator, entity, subsidiary, sub-Corporation, contractor, employee, inspector, individual or Corporation that has any affiliation, association, collects or distributes funds for, does any task for, receives any benefit or privilege from, etc., of or for "government of the United States" or the "UNITED STATES Corporation", or anyone, or anything

that represents the interests of, or is being funded by, or receives funds from, or has any attachment to "government of the United States" or the "UNITED STATES Corporation", or any of their Representatives, sub divisions or sub-Corporations.

65. **Rights and Defenses:** Means Secured Party's or Trusts legal and/or lawful right and/or ability to defend himself/ herself in any action. Upon agreement, the defendant in an action may give up his right to defend himself/herself in a given action. This includes tacit agreement or agreement by default; and the Secured Party is never the defendant.
66. **Right to Speedy Trial:** Means trial will commence within 90 days of the date of arrest.
67. **Right to Travel:** Means the right to freely move about and/or control any type of craft by whatever means, via land, sea, or air, without any interference by any Representative of "government of the United States" or the "UNITED STATES Corporation", that in any manner willfully causes adverse effects or damages upon the Secured Party or Trust by an arrest, inhibition, detainment, restraint, deprivation or prevention.
68. **Secured Party:** In this Contract, the term "Secured Party", means a "Trustee/Secured Party Creditor/Bailee", which means Randy-LaQuawn Williams, a natural, living, Breathing flesh-and-blood man or sentient being as against a juristic person created by legal construction and/or the appointment declared under declaration of trust appointing another or additional "Trustee/Secured Party Creditor/Bailee" as stated therein.
69. **Sentient, living being** means the Trustee "Randy-LaQuawn Williams" a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association, and the like.
70. **State:** The word "State", which is distinguished in this Contract by being written in upper and lower case letters, means any of the fifty independent sovereign nations, states and republics which make up the Union and are commonly referred to and known as states of the "united States of America" (For example: the "State of New York", i.e., "Republic of New York"), which use of the word "State" is not the same as a "STATE" of the "UNITED STATES Corporation" and any such "State" is not a creation or subdivision thereof, and is not subject to the jurisdiction thereof.
71. **STATE:** The word "STATE", which is distinguished in this Contract by being written in all upper case letters, means any of the de facto compact (Corporate) commercial states contracting within the "UNITED STATES Corporation", also known as the corporate "UNITED STATES", "Corp. USA", "United States, Inc.", or by whatever name same may currently be known or be hereafter named, by way of example, including, but not limited to the "STATE OF NEW YORK", or by whatever name same may currently be known or be hereafter named. STATES are a part of and subject to the jurisdiction of the "UNITED STATES Corporation", and are not States of the "united States of America". As a condition of this Contract, the Secured Party will determine 1. Whether or not any State is a part of the "UNITED STATES Corporation", and 2. Whether the alleged offense occurred within the limits of the "UNITED STATES Corporation", and such determination will never be challenged by any Representative of the "UNITED STATES Corporation". A violation of this provision will be #87 Unlawful Determination and punishable as indicated by this Contract.
72. **Statute Staple Securities Instrument:** Means a registered (by way of the post office registered mail) bond, statute, which establishes a procedure for settlement of commercial debt or obligation of record. This also establishes the law as it relates to the Secured Party.
73. **Strawman:** In this documentation the term "strawman" means the Debtor, i.e., RANDY LAQUAWN WILLIAMS<sup>o</sup>; also known as RANDY LAQUAWN WILLIAMS TRUST<sup>o</sup> or simply Trust or TRUST and any and all variations and derivatives of the spelling of said name except Randy LaQuawn Williams; a front, a third party who is put up in name only for participating in a transaction. The "strawman" is synonymous with # 76. "Transmitting Utility".
74. **The Placing or Filing of an Unlawful Lien, Levy, Burden, Charge, Liability, Garnishment, Encumbrance, or Attachment:** Means any attempt by any Representative of "government of the United States" or the "UNITED STATES Corporation", to place a lien, levy, garnishment, or attachment on the property or collateral of the Secured Party or Trust. Any such Representative must first prove his authority to do so by lawfully documented evidence, furnishing all documents, forms, and papers as necessary to prove his authority to do so to a neutral Three (3) Notary Panel, hereinafter referenced as The Panel, selected by the Secured Party or Trust. Said Representative must guarantee in writing that the Representative signing said documents will be personally liable for any damage(s) due to his unlawful and/or illegal actions. He must supply bonds or other lawful funds to be held in trust by The Panel until The Panel determines if any actions of the Representative have violated any laws or caused damage to the Secured Party or Trust. The Panel will have the sole power to determine if any damage(s) has occurred and will release the funds according to The Panel's adjudication. The decision of The Panel will be final with no recourse. The surety bonds and/or funds held in escrow by The Panel must be at least four (4) times the estimated value of the property that is liened, levied, garnished, or attached. The assessment of value will be recorded via affidavit by the Secured Party and delivered to The Panel. The Panel's determination and the assessment thereof will be accepted as truth without question or recourse. Said Representative agrees to surrender, including, but not limited to, any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said Representative by the Secured Party. Said Representative agrees that any and all property or collateral with a current or existing lien will remain in the custody and control of the Secured Party until such time as a determination has been made by a jury of twelve of the Secured Party's Peers as defined herein. In the event that a jury of twelve of the Secured Party's Peers cannot be convened or has not been convened within sixty (60) days from the date of the order of the lien, levy, attachment, or garnishment, any action against the Secured Party or Trust shall be dismissed with prejudice; and every lien, levy, attachment, or garnishment shall be released within ten (10) days and all property rights restored, unencumbered. The Representative who has authorized said lien, levy, attachment, or garnishment agrees to surrender any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said Representative.
75. **Trespassing/Trespass:** Means the entry into, or onto the domain, property, residence, area, location, grounds, dwellings, buildings, barns, sheds, caves, structures, lands, storage areas, tunnels, automobiles, trucks, safe houses, underground shelters, automobiles, motor vehicles,

recreational vehicles, boats, planes, trains, ships, containers, vans, heavy equipment, farm implements, culverts, driveways, trees, yards, real property, real estate, land, etc., of the Secured Party without Secured Party's express written permission, or without a lawfully executed fourth (4<sup>th</sup>) amendment warrant, and any and all Representatives of "government of the United States" or the "UNITED STATES Corporation", will fully and completely observe any and all protections as outlined in the Constitution for the united States of America, the Honorable "Bill of Rights, and/or the "Constitution of the State of New York." Any personal property that is damaged, lost, stolen, or misplaced, etc., will be recoverable as indicated in the Legal Notice and Demand document. Secured Party solemnly swears and affirms that Secured Party does not have any illegal contraband on Secured Party or Trusts property; Secured Party has never had any illegal contraband on or around my property and never will. Secured Party simply does not allow it on Secured Party's or Trusts property. Any contraband if it is found on said property will have been introduced by the officers or agents during time of trespass. Contraband or illegal items if they are found in a search do not belong to Secured Party or Trust and may not be used in any attempt in any claim against me. Any and all Representatives of the "government of the United States" or the "UNITED STATES Corporation", will be held individually and personally liable for the full amount of damages as outlined in this Notice and Demand document for trespassing.

- 76. **Transmitting Utility:** the term "Transmitting Utility" "RANDY LAQUAWN WILLIAMS<sup>®</sup>", also known as RANDY LAQUAWN WILLIAMS TRUST<sup>™</sup>", and any and all derivatives and variations in the spelling of said name except Randy-Laquawn: Williams.
- 77. **TRUST:** means "RANDY LAQUAWN WILLIAMS TRUST<sup>™</sup>" also known by any and all derivatives and variations in the spelling of said name with the exception of "Randy-Laquawn: Williams", this is a copyrighted entity with all rights reserved.
- 78. **Trustee:** means "Randy-Laquawn: Williams".
- 79. **UCC:** Herein the term "UCC" means Uniform Commercial code.
- 80. **Unalienable Rights (Inalienable Rights):** Means Natural Rights given by God as acknowledged by the Law of Nations and incorporated into the "Bill of Rights," of the Constitution of the State of New York such as, but not limited to right of enjoying and defending their lives and liberties; of acquiring, possessing and protecting property; and of seeking and obtaining their safety and happiness.
- 81. **Unfounded Accusations:** Means any accusation, charge, or claim, civil or criminal, or in admiralty that is alleged or made by any Representative of the "government of the United States" or the "UNITED STATES Corporation", as defined herein, that is not proven by written documented evidence presented under oath and penalty of perjury by an authorized Representative of the "government of the United States" or the "UNITED STATES Corporation". The accuser has eight (8) hours to provide said documents to be reviewed and in possession of the Secured Party, and failure to do so will be unfounded accusations and subject to the penalties contained herein.
- 82. **UNITED STATES Corporation:** "UNITED STATES Corporation" means the corporate "UNITED STATES", "Corp. USA", "United States, Inc.", or by whatever name it may currently be known or be hereafter named, (exclusive of the "United States of America" and the "government of the United States as created in the original Constitution for the United States of America, circa 1787"), or any of its agencies, or sub-Corporations, including but not limited to any de facto compact (Corporate) commercial states contracting therein, including, but not limited to the "STATE OF NEW YORK", or by whatever name it may currently be known or be hereafter named (Exclusive of the "State of New York", i.e., "Republic of New York").
- 83. **United States of America:** The term "United States of America", when used in this Contract is distinguished by being written in upper and lower case letters, except that the first letter of the first word, i.e., "United" is a lower case letter, and means that union of independent sovereign nations, states and republics, which as colonies of Great Britain and having declared their independence from Great Britain in The Declaration of Independence adopted July 4, 1776, and having won their independence from Great Britain in the American Revolutionary War, and thereafter having gained recognition as independent sovereign nations, states and republics in international law by the Treaty of Peace of 1783, signed by His Most Royal and Dread Sovereign Majesty, King George the 3<sup>rd</sup>, and its two addendums signed by the then Kings of Spain and France, and which independent sovereign nations and states did adopt the "Articles of Confederation" of 1778 and thereafter adopted the "Constitution for the United States of America" in 1787. The word "United States of America", when used in this Contract, does not include the UNITED STATES Corporation, as that term is defined herein.
- 84. **Unlawful Arrest:** Means restricting the Secured Party's right to move about freely without the proper use of a lawful 4<sup>th</sup> amendment warrant signed by a judge of "Competent Jurisdiction" while under oath. This includes unnecessary use of restraint devices, traffic stops, raids, or any other type of interaction, when an officer is presented with and ignores a "Notice and Demand," "Public Servants Questionnaire," "Right to Travel" Documents, or other documents notifying the officer of the lawful rights of the Secured Party, created by God, who is not to be confused with the Corporate Fiction "Strawman" which was created by the STATE. This includes arrest when the Secured Party is incarcerated for refusing to sign any citation, arrest due to contempt of court when he or she is not violent or a physical threat to the court, arrest by Internal Revenue Service for failure to produce books, records, or other documents, arrest and refusal of Habeas Corpus, arrest for conspiracy of any kind without lawfully documented affidavits from at least two (2) eye witnesses, signed under oath and penalty of perjury.
- 85. **Unlawful Detainer:** Means any attempt by any officer of the court or Representative of the "government of the United States" or the "UNITED STATES Corporation" to arrest, check, hinder, delay, possess, hold, keep in custody, restrain, retard, stop, withhold the Secured Party without affording him every protection as outlined by the "Constitution for the United States of America", the Honorable "Bill of Rights, and/or the "Constitution of the State of New York." Any public law, statute, regulation, ordinance or the like will be null and void and will not be used in any action in which the Secured Party is involved.
- 86. **Unlawful Detention:** Means restraining the Secured Party's freedom of movement, and/or Right to Travel, against his will for more than sixty (60) seconds without a properly authorized lawful 4<sup>th</sup> amendment warrant signed by a judge of competent jurisdiction while under oath. This includes routine traffic stops, raids, random identification checks, security checks, only after the Representative has been notified by the Secured Party of his status and after the officer has been given documents to prove said status, along with up to ten (10) minutes for officer to examine said documents.